

Exhibit B

Christopher Lynett

From: Adrienne Levy <alevy@nmllplaw.com>
Sent: Tuesday, June 23, 2020 11:06 AM
To: Caroline J. Polisi
Cc: Daniella Gordon; Stuart Bernstein
Subject: Re: Consent order; initial disclosures [IWOV-IDOCS.FID3869103]

Good morning Caroline,

The disclosures are accurate per the Rules. You are welcome to request separate or additional information through the ordinary course of discovery.

Also, pending final approval from our client, we should be good to move forward with the EDNY standard form DCO. I'll try to nail that down in the next day or so. We are also waiting on your proposal for a separate privacy/media stip as discussed previously.

Best,
Adrienne



Adrienne Levy

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On Jun 23, 2020, at 10:34 AM, Caroline J. Polisi <CPolisi@atllp.com> wrote:

Adrienne,

Following up from my email of three days ago. What is going on? Please provide your Jane Doe witness information to us.

Thank you,

Caroline

From: Caroline J. Polisi
Sent: Saturday, June 20, 2020 8:29 AM
To: 'Adrienne Levy'; Daniella Gordon
Cc: Stuart Bernstein
Subject: RE: Consent order; initial disclosures [IWOV-IDOCS.FID3869103]

Adrienne,

Just reviewing your initial disclosures – what happened to your “Jane Doe” from your complaint?

We assume you left her off in error. Please provide her information asap.

Thank you,

Caroline

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

X

DUSTIN HICE,

:
: Docket No. 2:19-cv-04666-JMA-SIL

Plaintiff,

:
:
:
:
:
:
**PLAINTIFF'S
RULE 26 DISCLOSURES**

-against-

DON LEMON,

:
:
:
:
:
:

Defendant.

X

Plaintiff Dustin Hice (hereinafter "Plaintiff"), by and through his attorneys Nesenoff & Miltenberg, LLP, hereby submits these Initial Disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure.

Plaintiff reserves the right to supplement and/or amend these disclosures based upon subsequently discovered documents and information. The inclusion of any documents or information in this disclosure statement shall not be deemed to waive: (i) the attorney-client privilege, attorney work-product privilege, or any other applicable privilege, either generally or as they may pertain to a particular document; and/or (ii) objections to the admissibility or relevance of any documents/information in this matter.

1. Rule 26(a)(1)(A)(i) Witnesses:

The following information is being provided subject to the Parties' agreement not to publicly disclose the names or contact information of witnesses identified herein.

1.	Plaintiff Dustin Hice C/O Nesenoff & Miltenberg, LLP 363 Seventh Ave 5 th Fl. New York, NY 10001 (212) 736-4500	Subject of Knowledge: Facts underlying the Complaint; damages.
2.	Don Lemon C/O Armstrong Teasdale	Subject of Knowledge: Interactions between Plaintiff and Defendant at Murf's Backstreet Tavern, facts underlying the Complaint.
3.	Bobby Weissleder ([REDACTED]) [REDACTED] - [REDACTED]	Subject of Knowledge Spread of information/Plaintiff's damages, as set forth in the Complaint.
4.	George Gounelas ([REDACTED]) [REDACTED]-[REDACTED]	Subject of Knowledge: Events at Murf's Backstreet Tavern between Plaintiff and Defendant; Spread of information/Plaintiff's damages, as set forth in the Complaint .
5.	Kelly Sgroi, LMHC [REDACTED] [REDACTED] [REDACTED]	Subject of Knowledge: Plaintiff's damages
6.	Witnesses identified in Defendant's disclosures.	Subject of Knowledge: TBD

2. Rule 26(a)(1)(A)(ii) Documents:

No documents at this time.

3. Rule 26(a)(1)(A)(iii) Damages:

Plaintiff has sustained damages in an amount to be determined at trial, which includes, without limitation, damages for deprivations of the access to career opportunities; damages for past, present, and future emotional pain and suffering, ongoing and severe mental anguish, and loss of past, present, and future earnings and enjoyment of life, plus punitive/exemplary damages, prejudgment interest, attorneys' fees, expenses, costs and disbursements.

4. Rule 26(a)(1)(A)(iv) Insurance Agreements:

Plaintiff has no insurance agreements of the kind described in Rule 26(a)(1)(A)(iv).

The instant disclosure is without prejudice to and with a full reservation of rights to supplement or amend plaintiff's initial disclosures.

**Dated: New York, New York
June 19, 2020**

NESENOFF & MILTENBERG LLP

By: s/ Adrienne Levy

Adrienne Levy, Esq.
NESENOFF & MILTERNBERG, LLP
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CERTIFICATE OF SERVICE

The undersigned certifies that this document was served upon the attorneys of record for Defendant at the address shown below on June 19, 2020.

Armstrong Teasdale LLP
Caroline J. Polisi
Daniella Gordon
919 Third Ave, 37th Floor,
New York, NY 10022
copolisi@atllp.com
DGordon@atllp.com

Attorneys for Defendant

BY: Federal Express U.S. Mail
 Hand-Delivery ■ Other: Email

Adrienne Levy /s